

RECORDATION NO. 5824-C Filed & Recorded

MAR 17 1971 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

THIRD AMENDMENT TO EQUIPMENT LEASE

THIS THIRD AMENDMENT TO EQUIPMENT LEASE dated as of March 17, 1971, between GEORGE D. MACKAY and EDWARD E. CASTANS, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of August 27, 1970 (the "Lessor, UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent") and BURLINGTON NORTHERN INC., a Delaware corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Lessee and the Agent have heretofore executed and delivered that certain Equipment Lease dated as of August 27, 1970 (the "Lease") as amended by that certain First and Second Amendments to Equipment Lease dated as of December 1, 1970 and January 4, 1971, respectively, providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedules attached to said Lease, as amended; and

WHEREAS, the said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 1:55 P.M. on September 8, 1970 and has been assigned Recordation No. 5824 and the said First Amendment was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 9:50 A.M. on December 18, 1970 and has been assigned Recordation No. 5824-A and the said Second Amendment was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 12:15 P.M. on January 25, 1971 and has been assigned Recordation No. 5824-B; and

WHEREAS, the Lessor, the Lessee and the Agent desire to amend the Lease, as amended by the First and Second Amendments, as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended by deleting Schedule C-1 attached to the Lease, as amended by the First Amendment, as executed, and by substituting therefore Schedule C-1 attached to this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

GEORGE D. MACKAY and EDWARD E. CASTANS,  
Trustees under B. N. Trust No. 1

By George D. Mackay LESSOR

(Corporate Seal)

Attest:

Secretary

UNITED STATES LEASING INTERNATIONAL, INC.

By [Signature]  
Its General Vice President AGENT AS AFORESAID

(Corporate Seal)

Attest:

Secretary

BURLINGTON NORTHERN INC.

By W. K. Bush  
Its VICE PRESIDENT LESSEE

STATE OF ILLINOIS)  
 ) SS  
COUNTY OF DU PAGE)

On this 15<sup>th</sup> day of March, 1971, before me personally appeared George R. MacKay, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Lorne McCarrigan

(Seal)

My commission expires: April 17, 1974

Illinois  
STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF )  
SAN FRANCISCO Calif.

On this 15<sup>th</sup> day of March, 1971, before me personally appeared Douglas C. Kay, to me personally known who being by me duly sworn, says that he is the Sr Vice President of UNITED STATES LEASING INTERNATIONAL, INC., ~~that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.~~

Thurta D. Schucknell

(Seal)

My commission expires: June 16, 1974

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this 16<sup>th</sup> day of March, 1971, before me personally appeared W.K. Bush, to me personally known who being by me duly sworn, says that he is the Vice President of BURLINGTON NORTHERN INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard L. Woulfe

(Seal)

My commission expires:

RICHARD L. WOULFE  
Notary Public, Ramsey County, Minn.  
My Commission Expires April 30, 1977

SCHEDULE C-1

NUMBER OF UNITS:	100
DESCRIPTION OF EQUIPMENT TO BE RECONSTRUCTED:	Rebuilt gondolas, Road Numbers BN 556700 through BN 556774 and BN 566175 through BN 566199, both inclusive.
PRICE:	\$3,250.00 per car
TOTAL PRICE:	\$325,000.00 for all 100 units
OUTSIDE DELIVERY DATE:	March 31, 1971
DELIVER TO:	Burlington Northern Inc., as designated by the Railroad
RENT PERIOD:	Eight (8) years commencing with the first rental payment date
FIXED RENTAL:	16 semi-annual installments, in advance, of \$280.31 per unit or an aggregate of \$28,031.00 for 100 units
INTERIM DAILY RENT:	\$.9705 per day per unit

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals for such Item shall be ratably increased or reduced.

LESSEE: BURLINGTON NORTHERN INC.

TRUSTOR: First National Bank of Minneapolis

LENDER: Los Angeles County Employees Retirement Association